adopting the test appropriate to trade-mark law as applicable throughout the law of unfair competition, our court not only rejects a principle which stands for the enforcement of right dealing in business, but hampers that enforcement with a useless technicality.

(2). As to the second point, we believe the decision to have been correct. If there was nothing in the record to show actual or threatened damage, then no case is made out. And the court cannot go beyond the record.

> "In a suit for injunction allegations of damage are not necessary in the sense that the amount which the plaintiff should recover enters into the determination of the right to equitable relief, but are essential only in order that the court may determine that the plaintiff's injuries are of such substance as to warrant the equitable intervention of the court." [5]

It appears to us, then, that the result reached by the court was correct. Our objection is that the case stands as authority for a false principle in the law of unfair competition.

T. L. P.

RECORDATION OF CONDITIONAL SALES TO PARTNERSHIPS UNDER VIRGINIA CODE 1919, § 5189—In construing § 5189 of the Code, requiring that conditional sales or contracts for the sale upon condition of goods and chattels shall be void as to creditors and purchasers for value and without notice unless recorded and indexed "in the *name* of both the vendor and vendee", the Virginia Court recently decided that the statute was sufficiently complied with by a recordation of a contract for the sale of goods to a copartnership made in and indexed under the *firm name,* though the names of the individual partners were not stated in the contract.[1]

While admitting that such a construction would probably lead to great inconvenience "because a partnership may and often does take a fictitious name, and therefore that indexing such contracts in such fictitious name will not give the notice to the public which is contemplated", yet the Court held that it could not supply the statute with essential provisions which the General Assembly had omitted. But in conclusion Judge Prentis, who delivered the opinion of the Court, said:

> "The subject, however, should receive the attention of the General Assembly, and, in order that the records shall give proper notice, such contracts should be required expressly to state whether the vendee is a copartnership or a corporation, and, if a copartnership, that the names of the copartners shall be stated and that they shall be indexed in the name of each partner as well as in the name of the firm."

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[5] 10 Enc. Pl. and Prac. 950.

[1] Harris, Woodson, Barbee Co. Inc. *v.* Gwathmey (Va.), 107 S. E. 658 (1921).